IN THE DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ANDREW BROWAR, Plaintiff, v. UNUM LIFE INSURANCE COMPANY OF AMERICA, Defendant.	))))))))))))	No. 17-cv-3643 **JURY TRIAL DEMANDED**

COMPLAINT

Now comes the Plaintiff, ANDREW BROWAR, ("Plaintiff" or "Browar"), by his attorneys, MARK D. DEBOFSKY and DEBOFSKY, SHERMAN & CASCIARI, P.C., and complaining against Defendant, UNUM LIFE INSURANCE COMPANY OF AMERICA ("Unum"), he states:

Count I

Jurisdiction and Venue

1. This is an action between citizens of two different states. The Plaintiff, at all times relevant hereto, was a citizen of the State of Illinois. Unum is a citizen of the State of Maine. Jurisdiction is invoked pursuant to 28 U.S.C. § 1332 because the matter in controversy involves an amount in excess of $75,000, exclusive of interest or costs.

2. Venue is proper in this district since a substantial part of the events or omissions giving rise to this claim occurred within the Northern District of Illinois. 28 U.S.C. § 1391(a).

Nature of the Action

3. This is a claim for breach of three contracts of disability income insurance issued

by Unum to Andrew Browar, D.D.S. (Policy Nos. LAN68990, LAN 733568, and LAD0039965 - true and correct copies of which are attached hereto and by that reference incorporated herein as Exhibits "A," "B," and "C"). Despite Plaintiff becoming disabled from performing his occupation on or about April 1, 2014, Unum initially only approved the payment of benefits under a reservation of rights and then ceased paying benefits altogether after making a final benefit payment of $7,325.60 on December 23, 2015.

The Parties

4. Andrew Browar, D.D.S., was working on a full-time basis as a periodontist until April 1, 2014. Browar is a resident of Oak Brook, Illinois. The events, transactions, and occurrences relevant to Plaintiff's claim of disability took place within the Northern District of Illinois.

5. Unum is, on information and belief, a citizen of the State of Maine, where it is incorporated and has its principal place of business. At all times relevant hereto, Unum was doing business in the Northern District of Illinois.

Statement of Facts

6. For and in consideration of premiums paid, Unum issued three disability income insurance policies to Dr. Browar which were in full force and effect in consideration of premiums paid on April 1, 2014. Policies LAN668990 and LAN783568 define "Total Disability" or "Totally Disabled" to "mean that, as a result of sickness or injury, you are unable to perform the material and substantial duties of your occupation. Your occupation means your regular occupation at the time disability commences. Policy LAD039965 defines "Total Disability" and "totally disabled" to "mean injury or sickness restricts the insured's ability to perform the material and substantial duties of his regular occupation to an extent that prevents him from engaging in his regular occupation." In the

aggregate, the benefits total $7,325.60 as of December 2015, with cost of living adjustments thereafter. Benefits are potentially payable for the insured's lifetime subject to ongoing disability pursuant to the policies' terms and conditions.

7. At the time the policy was purchased through April 1, 2014, Plaintiff was employed on a full time basis as a periodontist. However, he ceased working as a periodontist on or about April 1, 2014 due to a retinal impairment and a hand tremor. Plaintiff has not worked on a full-time basis in his occupation since April 1, 2014.

8. On account of his visual and neurological impairments, Plaintiff applied for benefits under the Unum policies and provided medical and other evidence in support of his claim. However, despite the submission of adequate proof of loss, Unum denied the claims for benefits.

9. As a direct and proximate result of the foregoing, Defendant is in breach of its contracts of insurance and owes Plaintiff the indemnity due to date, which is currently over $90,000.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

A. That the Court order Defendant to pay Plaintiff all benefits due through the date of judgment;

B. That the Court order Defendant to pay prejudgment interest on all benefits in arrears as of the date of judgment;

C. That the Court order Defendant to continue paying Plaintiff any and all benefits that become due after the date of judgment so long as Plaintiff continues to meet the policies' terms and conditions;

D. That the Court order Defendant to pay Plaintiff his costs; and

E. That the Court grant Plaintiff any and all other relief to which he may be entitled.

Jury Demand

Plaintiff demands trial by jury.

May 15, 2017

Respectfully Submitted,

/s/ *Mark D. DeBofsky*_____________
One of the Plaintiff's Attorneys

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